

|                                 |   |                               |   |
|---------------------------------|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i>   | <i>SYMT-127625417</i>                                   | <i>State:</i>                 | <i>Arkansas</i>                         |
| <i>Filing Company:</i>          | <i>Symetra Life Insurance Company</i>                   | <i>State Tracking Number:</i> | <i>50021</i>                            |
| <i>Company Tracking Number:</i> |   |                               |   |
| <i>TOI:</i>                     | <i>A02I Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i>               | <i>A02I.004 Modified Single Premium</i> |
| <i>Product Name:</i>            | <i>RSC-0376 12/11 Custom/Select 5 and 7</i>             |                               |   |
| <i>Project Name/Number:</i>     | <i>Custom/Select 5 and 7/</i>                           |                               |   |

## Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: RSC-0376 12/11 Custom/Select  
5 and 7

TOI: A02I Individual Annuities- Deferred Non-Variable  
SERFF Status: Closed-Approved-Closed  
State Tr Num: 50021

Sub-TOI: A02I.004 Modified Single Premium  
Co Tr Num:  
State Status: Approved-Closed  
Reviewer(s): Linda Bird

Filing Type: Form  
Authors: Kristen Kennedy, Rae  
Disposition Date: 10/24/2011

Anne O'Keefe, Doug Geraci

Date Submitted: 10/12/2011  
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval  
Implementation Date:

State Filing Description:

## General Information

Project Name: Custom/Select 5 and 7

Project Number:

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: We are filing concurrently in IIPRC for Washington, our state of domicile.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 10/24/2011

State Status Changed: 10/24/2011

Deemer Date:

Created By: Doug Geraci

Submitted By: Doug Geraci

Corresponding Filing Tracking Number:

Filing Description:

September 21, 2011

Arkansas Department of Insurance

Symetra Life Insurance Company

SERFF Tracking Number: SYMT-127625417 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 50021  
Company Tracking Number:  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: RSC-0376 12/11 Custom/Select 5 and 7  
Project Name/Number: Custom/Select 5 and 7/  
NAIC# 1129-68608  
FEIN# 91-0742147

RE:  
Symetra Life Insurance Company  
NAIC No. 1129-68608, FEIN: 91-0742147

Included Forms:  
RSC-0376 12/11 – Individual Modified Single Premium Fixed Deferred Annuity Contract  
RSC-0376/5 D 12/11 - Individual Modified Single Premium Fixed Deferred Annuity Contract Data Page  
RSC-0376/7 D 12/11 - Individual Modified Single Premium Fixed Deferred Annuity Contract Data Page

Dear Sir or Madam:

We are submitting a copy of the final version of the above referenced forms for your review, and request that they be reviewed as part of this submission.

Contract Form RSC-0376 12/11 is an Individual Modified Single Premium Fixed Deferred Annuity. This Contract will be available from ages 0 to 90.

A surrender charge may be assessed on withdrawals from the Contract. The charge is a percentage of the amount of the Contract Value withdrawn. The surrender charge schedule is 7%, 7%, 7%, 6% and 5% for Custom 5 and 8%, 8%, 7%, 7%, 6%, 5% and 4% for Custom 7 and is shown on the contract data page.

An initial Guaranteed Minimum Interest Rate (GMIR) is guaranteed for the first 5 or 7 years of the contract, while the surrender charge percentage exceeds 0%. A subsequent GMIR is guaranteed for the remaining life of the contract. Both GMIRs are independent of the nonforfeiture interest rate and may range between .25% and 5%. The GMIR can be found on the data page. We will declare current interest rates at or above the minimum from time to time.

RSC-0376 12/11, RSC-0376/5 D 12/11 and RSC-0376/7 D 12/11 are new. The content does not deviate from normal company or industry standards and contains no unusual or controversial items. This product will be marketed by licensed representatives who are appointed with the Company and sell through bank or agency distribution systems. Commissions and gross premiums are consistent with those of the Company's individual policies and there is no deviation from usual retention.

The forms are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing. At some time in the future, it may be necessary for us to change the format, fonts, page

SERFF Tracking Number: SYMT-127625417 State: Arkansas  
 Filing Company: Symetra Life Insurance Company State Tracking Number: 50021  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
 Variable  
 Product Name: RSC-0376 12/11 Custom/Select 5 and 7  
 Project Name/Number: Custom/Select 5 and 7/

breaks, etc. in these forms in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change to the specific content of these forms. However, any such accommodation will not result in the use of a font or type style or size which would violate any law, regulation or standard.

We plan to introduce these forms in your state once approval has been received.

A Statement of Variability and Actuarial Memorandum are included with this submission.

Forms to be used with form RSC-0376 12/11 include:

Form Number / Form Description / Filing Number / Date Approved/Deemed/Filed

RSA-0036 7/11 / Fixed Deferred Annuity Application / SYMT-127345720 / 9/7/2011  
 RSA-0037 7/11 / Fixed Deferred Annuity Application / SYMT-127345720 / 9/7/2011

Thank you for your consideration of this submission.

Kristen Kennedy  
 Symetra Life Insurance Company  
 800-796-3872 extension 68047

## Company and Contact

### Filing Contact Information

Kristen Kennedy, Compliance Analyst II kristen.kennedy@symetra.com  
 777 108th Ave. NE, Suite 1200 425-256-8047 [Phone]  
 Bellevue, WA 98004-5135 425-256-5466 [FAX]

### Filing Company Information

|                                |                         |                               |
|--------------------------------|-------------------------|-------------------------------|
| Symetra Life Insurance Company | CoCode: 68608           | State of Domicile: Washington |
| 777 108th Ave NE, Suite 1200   | Group Code: 1129        | Company Type: Insurance       |
| Bellevue, WA 98004-5135        | Group Name:             | State ID Number:              |
| (800) 796-3872 ext. [Phone]    | FEIN Number: 91-0742147 |                               |

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## Filing Fees

SERFF Tracking Number: SYMT-127625417 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 50021  
Company Tracking Number:  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
Variable  
Product Name: RSC-0376 12/11 Custom/Select 5 and 7  
Project Name/Number: Custom/Select 5 and 7/

Fee Required? Yes  
Fee Amount: \$150.00  
Retaliatory? Yes  
Fee Explanation: \$50.00 per Contract = 1 x \$50.00 = \$50.00  
  
\$50.00 per Data Page = 2 x \$50.00 = \$100.00  
  
Total = \$50.00 + \$100.00 = \$150.00  
Per Company: No

| COMPANY                        | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|--------------------------------|----------|----------------|---------------|
| Symetra Life Insurance Company | \$150.00 | 10/12/2011     | 52748019      |

|                          |  |                        |                                  |
|--------------------------|--|------------------------|----------------------------------|
| SERFF Tracking Number:   | SYMT-127625417                                   | State:                 | Arkansas                         |
| Filing Company:          | Symetra Life Insurance Company                   | State Tracking Number: | 50021                            |
| Company Tracking Number: |  |                        |                                  |
| TOI:                     | A02I Individual Annuities- Deferred Non-Variable | Sub-TOI:               | A02I.004 Modified Single Premium |
| Product Name:            | RSC-0376 12/11 Custom/Select 5 and 7             |                        |                                  |
| Project Name/Number:     | Custom/Select 5 and 7/                           |                        |                                  |

## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 10/24/2011 | 10/24/2011     |

### Objection Letters and Response Letters

| Objection Letters         |            |            |                | Response Letters |            |                |
|---------------------------|------------|------------|----------------|------------------|------------|----------------|
| Status                    | Created By | Created On | Date Submitted | Responded By     | Created On | Date Submitted |
| Pending Industry Response | Linda Bird | 10/20/2011 | 10/20/2011     | Doug Geraci      | 10/20/2011 | 10/20/2011     |

|                                 |   |                               |   |
|---------------------------------|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i>   | <i>SYMT-127625417</i>                                   | <i>State:</i>                 | <i>Arkansas</i>                         |
| <i>Filing Company:</i>          | <i>Symetra Life Insurance Company</i>                   | <i>State Tracking Number:</i> | <i>50021</i>                            |
| <i>Company Tracking Number:</i> |   |                               |   |
| <i>TOI:</i>                     | <i>A02I Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i>               | <i>A02I.004 Modified Single Premium</i> |
| <i>Product Name:</i>            | <i>RSC-0376 12/11 Custom/Select 5 and 7</i>             |                               |   |
| <i>Project Name/Number:</i>     | <i>Custom/Select 5 and 7/</i>                           |                               |   |

## Disposition

Disposition Date: 10/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SYMT-127625417 State: Arkansas

Filing Company: Symetra Life Insurance Company State Tracking Number: 50021

Company Tracking Number:

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
Variable

Product Name: RSC-0376 12/11 Custom/Select 5 and 7

Project Name/Number: Custom/Select 5 and 7/

| Schedule                             | Schedule Item                            | Schedule Item Status | Public Access |
|--------------------------------------|--|----------------------|---------------|
| <b>Supporting Document (revised)</b> | Flesch Certification                     |                      | Yes           |
| <b>Supporting Document</b>           | Flesch Certification                     | Replaced             | Yes           |
| <b>Supporting Document</b>           | Application                              |                      | Yes           |
| <b>Supporting Document</b>           | Life & Annuity - Acturial Memo           |                      | No            |
| <b>Supporting Document</b>           | Statement of Variability                 |                      | Yes           |
| <b>Form</b>                          | Individual Modified Single Premium Fixed |                      | Yes           |
|                                      | Deferred Annuity Contract                |                      |               |
| <b>Form</b>                          | Contract Data Page                       |                      | Yes           |
| <b>Form</b>                          | Contract Data Page                       |                      | Yes           |

SERFF Tracking Number: SYMT-127625417 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 50021  
Company Tracking Number:  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: RSC-0376 12/11 Custom/Select 5 and 7  
Project Name/Number: Custom/Select 5 and 7/

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/20/2011  
Submitted Date 10/20/2011  
Respond By Date 11/21/2011

Dear Kristen Kennedy,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird



SERFF Tracking Number: SYMT-127625417 State: Arkansas  
Filing Company: Symetra Life Insurance Company State Tracking Number: 50021  
Company Tracking Number:  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
Variable  
Product Name: RSC-0376 12/11 Custom/Select 5 and 7  
Project Name/Number: Custom/Select 5 and 7/

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/20/2011  
Submitted Date 10/20/2011

Dear Linda Bird,

### Comments:

Thank you for your letter dated October 20, 2011 regarding the captioned filing.

### Response 1

Comments: We reviewed Ark. Code Ann. 23-79-138 and Bulletin 15-2009. We certify we are in compliance with the insurance code and Bulletin.

We attached a Certification of Compliance form to the Supporting Documentation Scheduled Items to bring us in compliance with Regulation 19s10B.

We reviewed our issue procedures and certify we are in compliance with Regulation 49.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

### Changed Items:

### Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment:

*SERFF Tracking Number:* SYMT-127625417 *State:* Arkansas  
*Filing Company:* Symetra Life Insurance Company *State Tracking Number:* 50021  
*Company Tracking Number:*  
*TOI:* A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.004 Modified Single Premium  
Variable  
*Product Name:* RSC-0376 12/11 Custom/Select 5 and 7  
*Project Name/Number:* Custom/Select 5 and 7/

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We hope this change and clarifying information will allow you to complete your review of our filing. Please feel free to contact me if you have any further questions.

Sincerely,  
Doug Geraci, Kristen Kennedy, Rae Anne O'Keefe

SERFF Tracking Number: SYMT-127625417 State: Arkansas

Filing Company: Symetra Life Insurance Company State Tracking Number: 50021

Company Tracking Number:

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable

Product Name: RSC-0376 12/11 Custom/Select 5 and 7

Project Name/Number: Custom/Select 5 and 7/

## Form Schedule

### Lead Form Number: RSC-0376 12/11

| Schedule Item Status | Form Number        | Form Type Form Name   | Action  | Action Specific Data | Readability | Attachment  |
|----------------------|--------------------|---|---------|----------------------|-------------|---|
|                      | RSC-0376 12/11     | Policy/Cont Individual Modified<br>ract/Fratern Single Premium<br>al Fixed Deferred<br>Certificate Annuity Contract | Initial |                      | 53.400      | RSC_0376_1<br>211_Con_Cu<br>stom_5_7_20<br>111007.pdf |
|                      | RSC-0376/5 D 12/11 | Data/DeclarContract Data Page<br>ation Pages  | Initial |                      | 53.400      | RSC_03765_<br>D_1211_DP_<br>Custom_5_20<br>111007.pdf |
|                      | RSC-0376/7 D 12/11 | Data/DeclarContract Data Page<br>ation Pages  | Initial |                      | 53.400      | RSC_03767_<br>D_1211_DP_<br>Custom_7_20<br>111007.pdf |

[Symetra Nationwide Fixed Product]

This is a legal Contract between any owner(s) (referred to in this Contract as "you" and "your" and "owner") and Symetra Life Insurance Company (referred to in this Contract as "Symetra Life", "our", "us", and "we"). Symetra Life is a stock company with its Home Office in Bellevue, Washington.

The Contract is issued in consideration of the application and payment of the initial Purchase Payment. We will make Annuity Payments to the payee (you or someone you choose), beginning on the Annuity Date, or pay a death benefit to your beneficiary(ies), subject to the terms of the Contract. Symetra Life has executed and attested the Contract as of the Contract Date at our Home Office in Bellevue, Washington.

**If you have questions, comments, or complaints, please contact Symetra Life at [1-800-796-3872].**

**IMPORTANT**

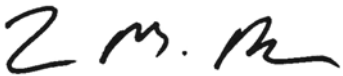
**YOU HAVE PURCHASED AN ANNUITY CONTRACT. CAREFULLY REVIEW IT FOR LIMITATIONS.**

**THE CONTRACT MAY BE RETURNED WITHIN 30 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND, EXCLUDING ANY ADDITIONAL INTEREST BENEFIT, IF APPLICABLE, BY RETURNING IT TO THE INSURANCE COMPANY OR INSURANCE PRODUCER WHO SOLD YOU THIS CONTRACT. AFTER 30 DAYS, CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.**

Signed for Symetra Life Insurance Company by:

[]

[Daniel R. Guilbert]  
[Executive Vice President]

[]

[Thomas M. Marra]  
[President]

INDIVIDUAL MODIFIED SINGLE PREMIUM FIXED DEFERRED ANNUITY

NON-PARTICIPATING  
THE CONTRACT INCLUDES BENEFITS WAIVING SURRENDER CHARGES

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## TABLE OF CONTENTS

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|  |   |
|--|---|
| <b>CONTRACT DATA PAGE</b> .....                              | 1 |
| <b>DEFINITIONS</b> .....                                     | 4 |
| Accumulation Phase .....                                     | 4 |
| Annuity Payments .....                                       | 4 |
| Annuity Date.....  | 4 |
| Contract.....  | 4 |
| Contract Anniversary.....                                    | 4 |
| Contract Date .....  | 4 |
| Contract Value .....   | 4 |
| Contract Year .....  | 4 |
| Guaranteed Minimum Value .....                               | 4 |
| Home Office .....  | 4 |
| Income Phase .....   | 4 |
| Purchase Payment.....  | 4 |
| <b>THE ANNUITY CONTRACT</b> .....                            | 5 |
| ABOUT THE CONTRACT.....                                      | 5 |
| Purchase Payment.....  | 5 |
| OWNER.....   | 5 |
| ANNUITANT.....   | 5 |
| BENEFICIARY .....  | 5 |
| <b>CONTRACT VALUE AND INTEREST CREDITING</b> .....           | 6 |
| CONTRACT VALUE .....   | 6 |
| INTEREST CREDITING.....                                      | 6 |
| Interest Compounding .....                                   | 6 |
| <b>WITHDRAWAL PROVISIONS</b> .....                           | 6 |
| WITHDRAWALS .....  | 6 |
| WITHDRAWAL RESTRICTIONS.....                                 | 6 |
| <b>CHARGES AND TAXES</b> .....                               | 7 |
| SURRENDER CHARGE .....                                       | 7 |
| WAIVER OF CHARGES .....                                      | 7 |
| Nursing Home Waiver .....                                    | 7 |
| Denial of Waiver Claims .....                                | 8 |
| MINIMUM VALUES.....  | 8 |
| ANNUAL CHARGE .....  | 8 |
| INCOME OR OTHER TAXES .....                                  | 8 |
| <b>ANNUITY PAYMENT PROVISIONS</b> .....                      | 8 |
| ANNUITY PAYMENT OPTIONS.....                                 | 8 |
| Partial Annuitization .....                                  | 8 |
| Annuity Options.....   | 8 |
| Life Annuity .....   | 8 |
| Life Annuity with Guaranteed Period .....                    | 9 |
| Joint and Survivor Life Annuity .....                        | 9 |
| Joint and Survivor Life Annuity with Guaranteed Period ..... | 9 |
| Payments Based on a Number of Years.....                     | 9 |
| Automatic Option.....  | 9 |
| CALCULATION OF ANNUITY PAYMENTS .....                        | 9 |

---

---

## TABLE OF CONTENTS *(Continued)*

---

|   |           |
|---|-----------|
| <b>DEATH BENEFIT .....</b>                            | <b>10</b> |
| DEATH BENEFIT PROVISIONS .....                        | 10        |
| DEATH OF ANNUITANT Prior to the Annuity Date .....    | 10        |
| DEATH OF OWNER Prior to the Annuity Date .....        | 10        |
| Payment of Death Benefit .....                        | 10        |
| DEATH OF ANNUITANT On or After the Annuity Date ..... | 10        |
| DEATH OF OWNER On or After the Annuity Date .....     | 10        |
| <b>GENERAL PROVISIONS .....</b>                       | <b>11</b> |
| ACCOUNT STATEMENTS .....                              | 11        |
| ASSIGNMENT OF BENEFITS .....                          | 11        |
| COMMUNICATIONS .....                                  | 11        |
| CONTRACT AMENDMENTS .....                             | 11        |
| ENTIRE CONTRACT .....                                 | 11        |
| ESSENTIAL DATA .....                                  | 11        |
| EVIDENCE OF SURVIVAL .....                            | 11        |
| INCONTESTABILITY .....                                | 11        |
| JURISDICTION .....                                    | 11        |
| MISSTATEMENT OF AGE OR SEX .....                      | 12        |
| NONPARTICIPATION .....                                | 12        |
| STATE REQUIRED BENEFITS .....                         | 12        |
| SUSPENSION OF WITHDRAWALS .....                       | 12        |
| TERMINATION OF CONTRACT .....                         | 12        |
| <b>ANNUITY OPTIONS PURCHASE RATE TABLE .....</b>      | <b>13</b> |



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## DEFINITIONS

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|                                 |   |
|---------------------------------|---|
| <b>Accumulation Phase</b>       | The period between the Contract Date shown on the contract data page and the Annuity Date.  |
| <b>Annuity Payments</b>         | A series of periodic payments under the Contract that begins on or after the Annuity Date and continues for a specified period of time.   |
| <b>Annuity Date</b>             | The date you elect to apply your Contract Value to an annuity payment option.   |
| <b>Contract</b>                 | This Individual Modified Single Premium Fixed Deferred Annuity that is an agreement between us and you and is held in our general account.  |
| <b>Contract Anniversary</b>     | Any calendar year anniversary of the Contract Date.   |
| <b>Contract Date</b>            | The first date the Contract is in force and the date from which we measure the Contract Anniversary. The Contract Date is shown on the contract data page.  |
| <b>Contract Value</b>           | Contract Value is defined in the "Contract Value and Interest Crediting" section of the Contract.   |
| <b>Contract Year</b>            | A 12-month period starting on the Contract Date or on an anniversary of that date.  |
| <b>Guaranteed Minimum Value</b> | The minimum value that will be applied toward Annuity Payments, paid to a beneficiary upon death of an owner, or paid upon a total withdrawal of the Contract Value. The Guaranteed Minimum Value is described on the contract data page. |
| <b>Home Office</b>              | Our address where communications must be sent as shown on the contract data page.   |
| <b>Income Phase</b>             | The period beginning on the Annuity Date during which the payee receives Annuity Payments.  |
| <b>Purchase Payment</b>         | An amount paid to us under the Contract, less any applicable taxes due at the time this payment is made.  |

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## THE ANNUITY CONTRACT

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### ABOUT THE CONTRACT

This Contract is an agreement between us and you, an owner, where we promise to pay the payee (you or someone you choose) an income in the form of Annuity Payments, beginning on the date you select, or a death benefit.

#### Purchase Payment

You purchased the Contract with the initial Purchase Payment you paid, and the Contract became effective on the Contract Date, shown on your contract data page. The minimum subsequent Purchase Payment is shown on the contract data page.

We reserve the right to reject any application by an owner or annuitant who is ineligible for the Contract, any incomplete application or any Purchase Payment that:

- exceeds \$1 million dollars;
- is received without the necessary information to process the payment or is otherwise contrary to law for us to accept.

Purchase Payments must be in lawful currency of the United States and submitted to our Home Office, or in a manner agreed to by us. Purchase Payments are subject to acceptance and approval by Symetra Life. If we do not accept any Purchase Payment, we will return it within five business days.

### OWNER

The owner(s) is/are shown on the application, unless changed. If there is a joint owner, the term "owner" as used in the Contract includes the joint owner named on the application, unless changed. On the Contract Date, any owner must not have exceeded the maximum issue age as shown on the contract data page.

An owner may exercise all ownership rights under this Contract. If this Contract is owned by joint owners, they must jointly exercise their ownership rights, unless we are directed otherwise by both joint owners in writing. An owner who is a non-natural person (for example, a corporation or a trust) may not name a joint owner.

You can change an owner or joint owner by sending us a signed and dated request. If you designate someone else as owner, that person must not have exceeded the maximum issue age on the Contract Date. Unless you specify otherwise, a change of ownership is effective as of the date you signed the request of change, subject to any payments made or actions we may take prior to receipt of the request.

### ANNUITANT

The annuitant(s) is/are the person(s) on whose life/lives Annuity Payments are based and is shown on the contract data page. You are the annuitant unless you designate someone else before the Annuity Date. If you designate someone else as annuitant, that person must not have exceeded the maximum issue age on the Contract Date, and must not have exceeded the maximum annuitization age, as shown on the contract data page, when Annuity Payments begin.

An owner who is a non-natural person (for example, a corporation or a trust) may not change the annuitant.

### BENEFICIARY

The person(s) named by the owner to receive any benefits upon the death of the owner and, if applicable, any joint owner(s).

The beneficiary receives any death benefit payable in accordance with the provisions of the Contract. You initially name your beneficiary(ies) on the application. In the case of joint owners, upon the death of an owner, the surviving owner automatically receives any death benefit payable in accordance with the provisions of the Contract.

You may change your beneficiary designation at any time by sending us a signed and dated request. However, if a beneficiary designation is irrevocable, that beneficiary must consent in writing to any change. Unless you specify otherwise, a change in beneficiary designation is effective as of the date you signed the request of change, subject to any payments made or actions we may take prior to receipt of the request. A new beneficiary designation revokes any prior designation. We are not responsible for the validity of any beneficiary designation.

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## CONTRACT VALUE AND INTEREST CREDITING

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### CONTRACT VALUE

We calculate the Contract Value by:

- adding all the Purchase Payments you have made;
- subtracting any applicable charges and taxes which have been deducted;
- subtracting the withdrawals you have made;
- adding the interest we credit;
- subtracting the amounts applied to an annuity option; and
- subtracting the amounts to pay the death benefit.

### INTEREST CREDITING

We establish the annual effective interest rates that apply to Purchase Payments. The annual effective interest rate will never be less than the guaranteed minimum interest rate shown on the contract data page.

Each Purchase Payment will be credited with the effective base interest rate established for the date when we receive the payment. The effective base interest rate in effect on the Contract Date will apply to the initial Purchase Payment during the initial guaranteed interest period as shown on the contract data page. Any subsequent Purchase Payments will be credited with the effective base interest rate in effect on the date we receive the subsequent payment. The interest rates in effect for subsequent Purchase Payments will be credited for the remainder of the initial guaranteed interest period that is already in progress.

Starting on the Contract Anniversary when the initial guaranteed interest period ends, we can adjust the effective base interest rate that applies to your Contract Value. The adjusted rate will apply to the Contract Value for no less than 12 months, when the rate may again be adjusted. From then on, we cannot adjust the effective interest rate more frequently than every 12 months.

After you stop making Purchase Payments, we will continue to credit the balance of the Contract Value with the applicable effective interest rate(s).

### Interest Compounding

We credit interest on each Purchase Payment from the day following your payment up through the date you withdraw the funds from the Contract.

Annual effective interest rates reflect the effect of daily compounding of interest over a 12-month period.

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## WITHDRAWAL PROVISIONS

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### WITHDRAWALS

At or prior to the commencement of the Income Phase, you may withdraw all or part of your Contract Value by sending a request to our Home Office. A withdrawal may have a surrender charge and may be subject to an IRS penalty if taken prior to age 59½.

If you withdraw all of your Contract Value, all benefits under the Contract will terminate.

### WITHDRAWAL RESTRICTIONS

Each withdrawal must be at least \$500.

If any withdrawal would reduce the Contract Value to less than \$2,000, the remaining balance will also be withdrawn and the Contract will be terminated.

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## CHARGES AND TAXES

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The following charges may apply to your Contract:

### **SURRENDER CHARGE**

The surrender charge may be assessed on withdrawals from your Contract. The charge is a percentage of the amount of the Contract Value withdrawn. The surrender charge schedule is shown on the contract data page.

### **WAIVER OF CHARGES**

The following "Waiver of Charges" section describes the waivers that may apply to your Contract.

You can withdraw up to 10% of your Contract Value each Contract Year without a surrender charge. The determination of whether more than 10% of the Contract Value has been withdrawn is made at the time of withdrawal. If you take more than one withdrawal in a Contract Year, the previous withdrawals in the Contract Year are added to the current Contract Value to determine whether more than 10% of the Contract Value has been withdrawn in that Contract Year.

Surrender charges will not be assessed on the following:

- repetitive withdrawals, if the withdrawals are equal or substantially equal and are expected to deplete the Contract Value over your life expectancy or the joint life expectancies of you and your joint owner (or, if applicable, you and your beneficiary). However, if you take additional withdrawals or otherwise modify or stop the repetitive withdrawals, the repetitive withdrawals taken during the Contract Year will be included when determining whether more than 10% of the Contract Value has been withdrawn;
- Annuity Payments; and
- withdrawals taken on account of your death.

### **Nursing Home Waiver**

Surrender charges will not be assessed for withdrawals taken after you have been confined to a hospital or nursing home for 30 consecutive days if:

- the confinement begins after the Contract Date; and
- the withdrawal is taken during confinement or within 90 days after confinement ends.

If you are confined to a hospital or nursing home on the Contract Date, you are not eligible for this waiver of surrender charges until after the first Contract Year.

We may require proof of confinement. Proof of confinement may include a billing statement from the hospital or nursing home showing the dates of confinement and service, or a certification of confinement signed by an owner's attending physician.

If the Contract is owned by a non-natural person as the agent for a natural person, the confinement of the annuitant will be treated as the confinement of an owner. In this case, all references to "you" or "owner" in the Nursing Home Waiver provision are replaced by "annuitant".

The 30 day period may be satisfied by confinement in a combination of hospitals or nursing homes. Separate periods of confinement occurring within 30 days of the start of a previous 30 consecutive day period of confinement for the same or related condition will be considered the same confinement.

A new 30 consecutive day period will be applied for a confinement due to a new or non-related cause or to a confinement occurring more than 30 days from the most recent confinement for the same or related condition.

"Hospital" may be defined in two ways. It may mean a lawfully-operated institution that is licensed as a hospital by the Joint Commission of Accreditation of Hospitals, or it may mean a lawfully-operated institution that provides in-patient treatment under the direction of a staff of physicians and has 24-hour per day nursing services.

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## CHARGES AND TAXES *(Continued)*

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"Nursing home" is defined as a facility licensed by the state that provides convalescent or chronic care for in-patients who, by reason of illness or infirmity, are unable to properly care for themselves.

"Physician" means a health care practitioner licensed, board certified or board eligible, who is qualified to practice in the area of medicine or in a specialty appropriate to treat an owner's condition or disease. It does not include you or a member of your family.

### **Denial of Waiver Claims**

If we do not waive surrender charges for a nursing home confinement, we will notify you of the denial and will not process the withdrawal until we have received confirmation from you to proceed with the withdrawal.

### **MINIMUM VALUES**

Any death benefit, total withdrawal or annuity benefit will not be less than the minimum that is required by the National Association of Insurance Commissioners Standard Nonforfeiture Law for Individual Deferred Annuities.

### **ANNUAL CHARGE**

\$25.00 will be deducted on each Contract Anniversary if in the prior Contract Year, more than one withdrawal is paid. This charge will, however, be waived if such payments were made by electronic funds transfer.

### **INCOME OR OTHER TAXES**

Currently we do not pay income or other taxes on the interest credited to your Contract. If we ever incur such taxes, we reserve the right to deduct them from your Contract.

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## ANNUITY PAYMENT PROVISIONS

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### **ANNUITY PAYMENT OPTIONS**

You must choose a lump sum or start the Income Phase no later than the maximum annuitization age shown on the contract data page. During the Income Phase, the payee (you or someone you choose) receives monthly, quarterly, semi-annual or annual Annuity Payments beginning on the Annuity Date.

You may start the Income Phase anytime after the first Contract Anniversary. To start the Income Phase, you must notify us in writing at least 30 days prior to the date that Annuity Payments are to begin. Annuity Payments will be made under one of the annuity options described in the Contract or another annuity option that you want and that we agree to provide. If the amount applied to an annuity option is less than \$2,000, we may pay you in a lump sum where permitted by state law. We reserve the right to change the payment frequency if payment amounts would be less than \$250.

Switching to the Income Phase is irrevocable. Once Annuity Payments begin, you cannot switch back to the Accumulation Phase, add Purchase Payments, change or add an annuitant, or change the annuity option. Once you start the Income Phase, the Guaranteed Minimum Value will no longer be applicable.

### **Partial Annuitization**

You may choose to apply a portion of the Contract Value to an annuity payment option. In this situation, the Contract Value will be divided into two parts. The non-annuitized portion will remain in the Accumulation Phase, while the annuitized portion will be moved to the Income Phase.

### **Annuity Options**

Annuity payment options based on a life ensure that the annuitant cannot outlive the Annuity Payments. The duration of the annuitant(s) life/lives determines how long payments continue under the following options:

#### **Life Annuity**

The payee receives monthly Annuity Payments as long as the annuitant is living. Annuity Payments stop when the annuitant dies.

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## ANNUITY PAYMENT PROVISIONS *(Continued)*

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**Life Annuity  
with  
Guaranteed  
Period**

The payee receives Annuity Payments for the longer of the annuitant(s) life or a guaranteed period of five or more years as selected by you and agreed to by us. If the annuitant dies before the end of the guaranteed period, the remaining payments due during the guaranteed period will be made to the payee designated by an owner. Annuity Payments stop the later of the date the annuitant dies or the date the guaranteed period ends.

**Joint and  
Survivor Life  
Annuity**

The payee receives Annuity Payments as long as the annuitant is living. After the annuitant dies, the payee receives a specified percentage of each Annuity Payment as long as the joint annuitant is living. You name the joint annuitant and payment percentage at the time you elect this option. Annuity Payments stop the later of the date the annuitant dies or the date the joint annuitant dies.

**Joint and  
Survivor Life  
Annuity with  
Guaranteed  
Period**

The payee receives Annuity Payments as long as the annuitant is living. The full Annuity Payment will be paid until the end of the guaranteed period. If the annuitant is alive when the guaranteed period ends, the full Annuity Payment will continue to be paid. If the annuitant dies, the joint annuitant is alive, and the guaranteed period has ended, a percentage of the Annuity Payment amount will continue to be paid as long as the joint annuitant is alive. If the annuitant dies and the joint annuitant is living, payments will be made to the joint annuitant. You name the joint annuitant and payment percentage at the time you elect this option. The guaranteed period must be for a period of five or more years as selected by you and agreed to by us.

**Payments Based on a  
Number of Years**

This option is available if your Contract Value is \$25,000 or more. The payee receives period certain Annuity Payments based on a number of years as selected by you and agreed to by us. You may select monthly, quarterly, or annual Annuity Payments. Each Annuity Payment reduces the Contract Value. Annuity Payments continue until the entire value in the Contract has been paid out. After this option has been in effect for at least 5 years or your surrender charge percentage is 0%, whichever is later, you can stop these Annuity Payments and receive a lump sum equal to the remaining Contract Value. This option does not promise to make payments for the annuitant's life. If an owner dies before all Annuity Payments have been made, there will be a death benefit payable in accordance with the "DEATH OF OWNER On or After the Annuity Date" provision.

**Automatic  
Option**

If you do not choose an annuity option at least 30 days before the latest Annuity Date allowed under the Contract, we will make Annuity Payments under the life annuity with guaranteed period annuity option. The guaranteed period will be equal to 10 years, unless a shorter period is otherwise required under the Internal Revenue Code of 1986, as amended.

**CALCULATION OF  
ANNUITY PAYMENTS**

For all annuity options the dollar amount of each Annuity Payment will be calculated by applying the greater of the Contract Value or Guaranteed Minimum Value to the Annuity Options Purchase Rate Table of the Contract, or the current rates at that time if more favorable to you. These Annuity Payments will not be less than those that are provided by the application of the Contract Value to purchase any single consideration immediate annuity Contract at purchase rates offered by us at such time to the same class of annuitants. If taxes are required, these taxes will be deducted before the Annuity Payments are calculated.

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## DEATH BENEFIT PROVISIONS

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### **DEATH BENEFIT PROVISIONS**

The foregoing death benefit provisions and the Contract shall in all events, be construed in a manner consistent with Section 72(s) of the Internal Revenue Code of 1986, as amended.

### **DEATH OF ANNUITANT Prior to the Annuity Date**

If the annuitant is not an owner and the annuitant dies before the Annuity Date, you must designate a new annuitant. If no designation is made within 30 days after we are notified of the annuitant's death, the older owner named on the application will become the annuitant.

If the Contract is owned by a non-natural person, the death of an annuitant will be treated as the death of an owner.

### **DEATH OF OWNER Prior to the Annuity Date**

If any owner dies before the Annuity Date, we will pay a death benefit equal to the greater of the Contract Value or the Guaranteed Minimum Value to:

- any surviving owner; or if none, then
- any surviving primary beneficiary(ies); or if none, then
- any surviving contingent beneficiary(ies); or if none, then
- the estate of the last owner to die, or in the case of a non-natural owner, to the non-natural entity.

If the sole beneficiary is an owner's spouse, under federal law, the spouse has the option to continue the Contract and will then be an owner of the Contract.

### **Payment of Death Benefit**

To pay the death benefit, we require proof of death. Proof of death is a certified copy of a death certificate plus written direction from at least one eligible recipient of the death benefit proceeds regarding how to pay the death benefit payment. If the death benefit is payable to an owner's estate, we will pay it in a single payment.

The death benefit may be paid as:

- a lump sum payment or series of withdrawals that are completed within five years from the date of death; or
- Annuity Payments made over a surviving owner or beneficiary's life or life expectancy, as applicable. The life expectancy election must be made within 60 days from our receipt of proof of death. Annuity Payments must begin within one year from the date of death. Once Annuity Payments begin, they cannot be changed.

We will pay interest on the death benefit amount at the rate required by state law.

If a person entitled to receive a death benefit dies before the death benefit is distributed, we will pay the death benefit to that person's named beneficiary or, if none, to that person's estate.

### **DEATH OF ANNUITANT On or After the Annuity Date**

If the annuitant is not an owner and dies on or after the Annuity Date, then we will continue paying any remaining Annuity Payments to the payee designated by an owner.

### **DEATH OF OWNER On or After the Annuity Date**

If any owner dies on or after the Annuity Date, then any amounts paid after the death of an owner will depend on which annuity option was selected. If the owner dies while Annuity Payments are being paid under the option based on a number of years, we will pay a death benefit equal to the Contract Value. If an owner dies while Annuity Payments are being paid under an option based on a life, we will pay any remaining Annuity Payments in accordance with that option. We will pay remaining Annuity Payments at least as rapidly as under the annuity option then in effect. The person or entity with the right to receive the death benefit or change the payee for remaining Annuity Payments is determined as follows:

- any surviving owner; or if none, then
- any surviving primary beneficiary(ies); or if none, then
- any surviving contingent beneficiary(ies); or if none, then
- the estate of the last owner to die.

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## GENERAL PROVISIONS

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|-------------------------------|---|
| <b>ACCOUNT STATEMENTS</b>     | At least once each calendar year of the Accumulation Phase, we will furnish you a statement showing the beginning and ending dates of the current report period, the Contract Value, cash surrender value, death benefit, any Purchase Payments, credited interest, any transactions, and any other information required under state or federal law. Each statement will show information as of a date not more than four months prior to the mailing date. An owner may request additional statements. A charge may apply to each of these requests. The charge will not exceed \$10.00.   |
| <b>ASSIGNMENT OF BENEFITS</b> | Unless restricted by applicable law, you may assign or otherwise transfer your rights under the Contract by sending us a signed and dated request. Unless you specify otherwise, an assignment or transfer is effective as of the date you signed the notice of change, subject to any payments made or actions we may take prior to receipt of the notice. We are not responsible for the validity of any assignment or transfer. To the extent allowed by law, payments under this Contract are not subject to legal process for the claims of creditors.   |
| <b>COMMUNICATIONS</b>         | <p>All written communications to you will be addressed to you at your last known address on file with us.</p> <p>All written communications to us must be addressed to Symetra Life at our Home Office.</p>   |
| <b>CONTRACT AMENDMENTS</b>    | We may unilaterally amend the provisions of the Contract as required to conform to any state or federal law that affects the Contract. Only an authorized officer of Symetra Life may change the Contract. Any change must be in writing. We reserve the right to change the provisions of the Contract to conform to changes in any applicable provisions or requirements of the Internal Revenue Code.  |
| <b>ENTIRE CONTRACT</b>        | The Contract, contract data page, and application, as may be amended, and any riders and endorsements are the entire contract.  |
| <b>ESSENTIAL DATA</b>         | You and each person entitled to receive benefits under the Contract must provide us with any information we need to administer the Contract. We are entitled to rely exclusively on the completeness and accuracy of data furnished by you, and we will not be liable with respect to any omission or inaccuracy.   |
| <b>EVIDENCE OF SURVIVAL</b>   | When any payments under the Contract depend upon any person(s) being alive on a given date, we may require satisfactory proof that the person is living before making such payments.  |
| <b>INCONTESTIBILITY</b>       | <p>The Contract and any rider(s) or endorsement(s) presently attached to this Contract are incontestable as to the material facts of the application for the Contract and to the representations of an owner after such Contract has been in force during the lifetime of an owner for two years from its date of issue.</p> <p>If any rider or endorsement subsequently attached to this Contract provides supplemental benefits that an owner applied for after the Contract was issued, such rider or endorsement is incontestable as to the material facts of the application for the supplemental benefit and to the representations of an owner after such rider or endorsement has been in force during the lifetime of an owner for two years from its date of issue.</p> |
| <b>JURISDICTION</b>           | In the event of a dispute, the laws of the jurisdiction in which the Contract is delivered will apply.  |



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## GENERAL PROVISIONS *(Continued)*

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**MISSTATEMENT OF AGE  
OR SEX**

We may require satisfactory proof of age or sex at any time. If Annuity Payments are based on life or life expectancy and the age or sex of any annuitant(s) has/have been misstated, Annuity Payments will be based on the corrected information. Underpayments will be made up in a lump sum with the next scheduled payment. Overpayments will be deducted from future payments until the total is repaid. We will credit interest on underpayments at a rate of 0.1%.

**NONPARTICIPATION**

The Contract is nonparticipating, which means it will not share in any distribution of profits, losses, or surplus of Symetra Life.

**STATE REQUIRED  
BENEFITS**

When we pay any death benefit, partial or total withdrawal or annuity benefit under this Contract, the amount will not be less than the minimum benefits required by any statute of any state in which the Contract is delivered.

**SUSPENSION OF  
WITHDRAWALS**

We retain the right to defer payment of withdrawals for a period of 6 months after receiving the request. No death benefit request will be deferred. We will submit a written request to the insurance commissioner and wait for written approval prior to deferring any payment of cash value. We will notify you of the payment date and the reason for the delay. The interest rate credited to the Contract during this period will not be less than the rate required under state law.

**TERMINATION OF  
CONTRACT**

The Contract will terminate when we have completed all our duties and obligations under the Contract.

## [ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table. Annuity improvement scale G is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 1.00%.

### Consideration Required to Purchase \$1 of Monthly Annuity\*

| <u>Age</u> | <u>Life Annuity No Period Certain</u> |               | <u>Life Annuity 5 Yrs Certain</u> |               | <u>Life Annuity 10 Yrs Certain</u> |               | <u>100% Joint &amp; Survivor**</u> |                                 |                                  |
|------------|---------------------------------------|---------------|-----------------------------------|---------------|------------------------------------|---------------|------------------------------------|---------------------------------|----------------------------------|
|            | <u>Male</u>                           | <u>Female</u> | <u>Male</u>                       | <u>Female</u> | <u>Male</u>                        | <u>Female</u> | <u>Life Annuity</u>                | <u>5 Years Certain and Life</u> | <u>10 Years Certain and Life</u> |
| 60         | 306.31                                | 337.45        | 306.94                            | 337.81        | 309.12                             | 339.05        | 377.04                             | 377.04                          | 377.10                           |
| 61         | 297.59                                | 328.57        | 298.27                            | 328.96        | 300.67                             | 330.33        | 368.26                             | 368.26                          | 368.32                           |
| 62         | 288.84                                | 319.65        | 289.59                            | 320.09        | 292.24                             | 321.59        | 359.40                             | 359.41                          | 359.49                           |
| 63         | 280.07                                | 310.70        | 280.89                            | 311.18        | 283.85                             | 312.83        | 350.49                             | 350.49                          | 350.59                           |
| 64         | 271.30                                | 301.72        | 272.21                            | 302.24        | 275.51                             | 304.06        | 341.51                             | 341.52                          | 341.63                           |
| 65         | 262.54                                | 292.71        | 263.55                            | 293.29        | 267.25                             | 295.29        | 332.47                             | 332.49                          | 332.63                           |
| 66         | 253.80                                | 283.68        | 254.93                            | 284.32        | 259.07                             | 286.54        | 323.39                             | 323.41                          | 323.58                           |
| 67         | 245.10                                | 274.63        | 246.37                            | 275.33        | 251.00                             | 277.80        | 314.26                             | 314.28                          | 314.50                           |
| 68         | 236.45                                | 265.57        | 237.89                            | 266.33        | 243.05                             | 269.10        | 305.09                             | 305.11                          | 305.39                           |
| 69         | 227.90                                | 256.48        | 229.53                            | 257.33        | 235.25                             | 260.44        | 295.89                             | 295.92                          | 296.26                           |
| 70         | 219.47                                | 247.39        | 221.29                            | 248.34        | 227.63                             | 251.85        | 286.67                             | 286.71                          | 287.14                           |
| 71         | 211.17                                | 238.31        | 213.21                            | 239.36        | 220.19                             | 243.34        | 277.44                             | 277.49                          | 278.02                           |
| 72         | 203.02                                | 229.23        | 205.27                            | 230.43        | 212.94                             | 234.92        | 268.21                             | 268.28                          | 268.94                           |
| 73         | 195.01                                | 220.18        | 197.50                            | 221.55        | 205.90                             | 226.63        | 258.99                             | 259.08                          | 259.89                           |
| 74         | 187.13                                | 211.21        | 189.87                            | 212.77        | 199.06                             | 218.50        | 249.80                             | 249.90                          | 250.91                           |
| 75         | 179.37                                | 202.33        | 182.38                            | 204.11        | 192.42                             | 210.55        | 240.64                             | 240.77                          | 242.00                           |
| 76         | 171.73                                | 193.57        | 175.05                            | 195.59        | 186.00                             | 202.81        | 231.54                             | 231.70                          | 233.20                           |
| 77         | 164.24                                | 184.94        | 167.89                            | 187.22        | 179.81                             | 195.30        | 222.50                             | 222.69                          | 224.52                           |
| 78         | 156.90                                | 176.46        | 160.90                            | 179.02        | 173.85                             | 188.04        | 213.53                             | 213.78                          | 215.99                           |
| 79         | 149.70                                | 168.10        | 154.09                            | 170.98        | 168.15                             | 181.04        | 204.65                             | 204.95                          | 207.63                           |
| 80         | 142.68                                | 159.89        | 147.48                            | 163.12        | 162.72                             | 174.34        | 195.86                             | 196.23                          | 199.46                           |
| 81         | 135.82                                | 151.83        | 141.08                            | 155.46        | 157.57                             | 167.95        | 187.18                             | 187.63                          | 191.52                           |
| 82         | 129.13                                | 143.95        | 134.88                            | 148.02        | 152.72                             | 161.91        | 178.62                             | 179.17                          | 183.85                           |
| 83         | 122.62                                | 136.24        | 128.89                            | 140.80        | 148.18                             | 156.23        | 170.20                             | 170.87                          | 176.48                           |
| 84         | 116.29                                | 128.74        | 123.11                            | 133.85        | 143.93                             | 150.94        | 161.92                             | 162.74                          | 169.44                           |
| 85         | 110.14                                | 121.45        | 117.57                            | 127.17        | 139.99                             | 146.02        | 153.81                             | 154.81                          | 162.74                           |
| 86         | 104.16                                | 114.38        | 112.27                            | 120.80        | 136.33                             | 141.48        | 145.88                             | 147.10                          | 156.40                           |
| 87         | 98.36                                 | 107.54        | 107.21                            | 114.76        | 132.95                             | 137.29        | 138.12                             | 139.62                          | 150.42                           |
| 88         | 92.72                                 | 100.96        | 102.40                            | 109.05        | 129.82                             | 133.43        | 130.57                             | 132.40                          | 144.80                           |
| 89         | 87.33                                 | 94.70         | 97.89                             | 103.73        | 126.97                             | 129.93        | 123.28                             | 125.49                          | 139.58                           |
| 90         | 82.18                                 | 88.78         | 93.64                             | 98.76         | 124.41                             | 126.79        | 116.25                             | 118.88                          | 134.81                           |
| 91         | 77.28                                 | 83.19         | 89.64                             | 94.12         | 122.16                             | 124.05        | 109.48                             | 112.57                          | 130.53                           |
| 92         | 72.61                                 | 77.92         | 85.85                             | 89.76         | 120.24                             | 121.71        | 102.96                             | 106.51                          | 126.81                           |
| 93         | 68.14                                 | 72.94         | 82.22                             | 85.63         | 118.67                             | 119.80        | 96.65                              | 100.68                          | 123.68                           |
| 94         | 63.76                                 | 68.09         | 78.73                             | 81.67         | 117.42                             | 118.26        | 90.44                              | 95.02                           | 121.12                           |
| 95         | 59.41                                 | 63.34         | 75.42                             | 77.91         | 116.44                             | 117.06        | 84.31                              | 89.58                           | 119.08                           |
| 96         | 55.06                                 | 58.60         | 72.33                             | 74.42         | 115.70                             | 116.14        | 78.21                              | 84.40                           | 117.50                           |
| 97         | 50.64                                 | 53.80         | 69.52                             | 71.23         | 115.17                             | 115.46        | 72.10                              | 79.58                           | 116.32                           |
| 98         | 46.11                                 | 48.89         | 67.07                             | 68.46         | 114.79                             | 114.98        | 65.99                              | 75.25                           | 115.49                           |
| 99         | 41.87                                 | 44.31         | 65.07                             | 66.18         | 114.55                             | 114.66        | 60.26                              | 71.58                           | 114.94                           |
| 100        | 37.94                                 | 40.08         | 63.44                             | 64.33         | 114.41                             | 114.47        | 54.92                              | 68.51                           | 114.61                           |

\* The consideration shown refers to the net value of the Contract used to purchase a fixed annuity after any applicable taxes or charges are deducted. For example, if the annuitant is a 65-year old male, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$262,540.

\*\* Annuitant and joint annuitant are assumed to be the same age.]

## [ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the annuity purchase rate table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female. Annuity improvement scale G blended 20% Male and 80% Female is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the annuity purchase rate table is 1.00%.

### Consideration Required to Purchase \$1 of Monthly Annuity\*

| Age of<br>Annuitant | Life<br>Annuity<br>No period | Life<br>Annuity<br>5 Years | Life<br>Annuity<br>10 Years | 100% Joint & Survivor** |                                |                                 |
|---------------------|------------------------------|----------------------------|-----------------------------|-------------------------|--------------------------------|---------------------------------|
|                     | <u>Certain</u>               | <u>Certain</u>             | <u>Certain</u>              | Life<br>Annuity         | 5 Years<br>Certain and<br>Life | 10 Years<br>Certain and<br>Life |
| 55                  | 374.90                       | 375.16                     | 376.06                      | 425.62                  | 425.63                         | 425.64                          |
| 56                  | 366.26                       | 366.55                     | 367.54                      | 417.25                  | 417.25                         | 417.27                          |
| 57                  | 357.59                       | 357.90                     | 358.98                      | 408.80                  | 408.81                         | 408.83                          |
| 58                  | 348.87                       | 349.21                     | 350.39                      | 400.28                  | 400.28                         | 400.31                          |
| 59                  | 340.10                       | 340.48                     | 341.77                      | 391.68                  | 391.68                         | 391.71                          |
| 60                  | 331.29                       | 331.70                     | 333.12                      | 383.00                  | 383.00                         | 383.04                          |
| 61                  | 322.44                       | 322.88                     | 324.44                      | 374.24                  | 374.25                         | 374.29                          |
| 62                  | 313.54                       | 314.04                     | 315.75                      | 365.42                  | 365.42                         | 365.48                          |
| 63                  | 304.62                       | 305.16                     | 307.06                      | 356.52                  | 356.53                         | 356.60                          |
| 64                  | 295.67                       | 296.27                     | 298.36                      | 347.56                  | 347.57                         | 347.65                          |
| 65                  | 286.71                       | 287.36                     | 289.68                      | 338.53                  | 338.54                         | 338.64                          |
| 66                  | 277.73                       | 278.45                     | 281.03                      | 329.45                  | 329.46                         | 329.59                          |
| 67                  | 268.74                       | 269.55                     | 272.41                      | 320.31                  | 320.32                         | 320.48                          |
| 68                  | 259.75                       | 260.64                     | 263.85                      | 311.12                  | 311.14                         | 311.33                          |
| 69                  | 250.77                       | 251.76                     | 255.36                      | 301.88                  | 301.90                         | 302.15                          |
| 70                  | 241.81                       | 242.91                     | 246.95                      | 292.61                  | 292.64                         | 292.95                          |
| 71                  | 232.87                       | 234.10                     | 238.64                      | 283.30                  | 283.34                         | 283.74                          |
| 72                  | 223.96                       | 225.36                     | 230.45                      | 273.98                  | 274.02                         | 274.52                          |
| 73                  | 215.11                       | 216.69                     | 222.40                      | 264.64                  | 264.70                         | 265.32                          |
| 74                  | 206.35                       | 208.13                     | 214.52                      | 255.31                  | 255.39                         | 256.17                          |
| 75                  | 197.69                       | 199.70                     | 206.83                      | 246.01                  | 246.11                         | 247.08                          |
| 76                  | 189.15                       | 191.41                     | 199.36                      | 236.74                  | 236.87                         | 238.07                          |
| 77                  | 180.75                       | 183.28                     | 192.11                      | 227.53                  | 227.69                         | 229.17                          |
| 78                  | 172.50                       | 175.33                     | 185.12                      | 218.39                  | 218.58                         | 220.41                          |
| 79                  | 164.38                       | 167.54                     | 178.38                      | 209.32                  | 209.56                         | 211.79                          |
| 80                  | 156.41                       | 159.94                     | 171.94                      | 200.32                  | 200.62                         | 203.35                          |
| 81                  | 148.60                       | 152.54                     | 165.80                      | 191.42                  | 191.79                         | 195.13                          |
| 82                  | 140.95                       | 145.34                     | 160.01                      | 182.64                  | 183.09                         | 187.17                          |
| 83                  | 133.49                       | 138.38                     | 154.56                      | 173.98                  | 174.54                         | 179.50                          |
| 84                  | 126.23                       | 131.67                     | 149.49                      | 165.46                  | 166.16                         | 172.15                          |
| 85                  | 119.17                       | 125.22                     | 144.77                      | 157.10                  | 157.97                         | 165.16                          |
| 86                  | 112.32                       | 119.07                     | 140.41                      | 148.92                  | 149.99                         | 158.53                          |
| 87                  | 105.69                       | 113.22                     | 136.38                      | 140.93                  | 142.26                         | 152.27                          |
| 88                  | 99.30                        | 107.70                     | 132.68                      | 133.15                  | 134.80                         | 146.39                          |
| 89                  | 93.22                        | 102.54                     | 129.31                      | 125.63                  | 127.66                         | 140.93                          |
| 90                  | 87.45                        | 97.72                      | 126.29                      | 118.40                  | 120.83                         | 135.93                          |
| 91                  | 82.00                        | 93.21                      | 123.65                      | 111.44                  | 114.32                         | 131.45                          |
| 92                  | 76.85                        | 88.96                      | 121.40                      | 104.75                  | 108.08                         | 127.54                          |
| 93                  | 71.97                        | 84.93                      | 119.56                      | 98.28                   | 102.08                         | 124.25                          |
| 94                  | 67.22                        | 81.07                      | 118.08                      | 91.94                   | 96.26                          | 121.56                          |
| 95                  | 62.55                        | 77.40                      | 116.93                      | 85.67                   | 90.66                          | 119.41                          |
| 96                  | 57.89                        | 73.98                      | 116.05                      | 79.45                   | 85.34                          | 117.73                          |
| 97                  | 53.16                        | 70.88                      | 115.40                      | 73.22                   | 80.38                          | 116.48                          |
| 98                  | 48.32                        | 68.17                      | 114.94                      | 67.00                   | 75.91                          | 115.59                          |
| 99                  | 43.81                        | 65.94                      | 114.64                      | 61.16                   | 72.13                          | 115.00                          |
| 100                 | 39.64                        | 64.14                      | 114.46                      | 55.74                   | 68.96                          | 114.64                          |

\* The consideration shown refers to the net value of the Contract used to purchase a fixed annuity after any applicable taxes or charges are deducted. For example, if the annuitant is a 65-year old male, a life annuity that provides a guaranteed monthly income of \$1,000 will cost \$286,710.

\*\* Annuitant and joint annuitant are assumed to be the same age.]

INDIVIDUAL MODIFIED SINGLE PREMIUM FIXED DEFERRED ANNUITY  
NON-PARTICIPATING  
THE CONTRACT INCLUDES BENEFITS WAIVING SURRENDER CHARGES

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## CONTRACT DATA PAGE

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**Product Name:** [Annuity Contract]

**Product Type:** [Non-Qualified Annuity]

**Contract Date:** [03/01/2005]

**Contract Number:** [000000000]

**Initial Purchase Payment:** [\$10,000]

**Minimum Subsequent Purchase Payment:** [\$1,000] allowed within 12 months of the Contract Date. Interest credited to subsequent Purchase Payments may be different from the interest credited to the initial Purchase Payment.

**Owner:** [John Q. Doe  
123 Any Street  
Any City, WA 00000]

**Annuitant:** [John Q. Doe]

**Annuitant Issue Age:** [35]

**Maximum Issue Age:** [90] The Contract Date must be prior to the owner(s) and annuitant(s)' [91st] birthday.

**Maximum Annuitization Age:** [100] Annuity Payments must begin prior to the annuitant's (including joint annuitant's) [101st] birthday.  
  
This is not later than [2/28/2105].

**Guaranteed Return Of Purchase Payment:** [Yes or Not Applicable]  
  
The amount applied toward Annuity Payments or the death benefit when added to prior withdrawals or partial annuitizations, will equal at least 100% of your total Purchase Payment. For this purpose, all payments made to you under this Contract are considered to be a return of Purchase Payment. Upon a total withdrawal from the Contract, full annuitization or death of the owner, any applicable charges will be waived if necessary to meet this guarantee.

**Guaranteed Minimum Value:** Upon annuitization, death of the owner or a total surrender of the Contract, the minimum value that will be applied toward regular payments or paid to a beneficiary or contract owner is [87.5%] of the Purchase Payments accumulated at the nonforfeiture rate each year, less prior withdrawals accumulated at the nonforfeiture rate each year. If necessary to meet this minimum, charges will be waived.

**Nonforfeiture Rate:** [1.00%]

**Surrender Charge:**

| Contract Year | Charge                 |
|---------------|------------------------|
| 1             | 7% of amount withdrawn |
| 2             | 7% of amount withdrawn |
| 3             | 7% of amount withdrawn |
| 4             | 6% of amount withdrawn |
| 5             | 5% of amount withdrawn |
| After 5       | 0%                     |

Please see the "Charges and Taxes" section for a complete explanation of charges.

**Additional Interest:**

[Yes or Not Applicable]

[On the effective date of any Purchase Payment received during the first Contract Year, we will add the following additional interest to your Contract:

- [2.00%] of the new Purchase Payment if total Purchase Payments less withdrawals are greater than or equal to [\$3,000] but less than [\$100,000];
- [3.00%] of the new Purchase Payment if total Purchase Payments less withdrawals are greater than or equal to [\$100,000].

Your Contract's additional interest is 100% vested after 35 days from the Contract Date.

Any withdrawal from the Contract before the additional interest is 100% vested causes a portion of the additional interest to be forfeited. The portion forfeited is the ratio of the withdrawal amount to total Purchase Payments, but not to exceed 100%.

If a subsequent Purchase Payment qualifies for a higher additional interest rate than was paid on your previous Purchase Payments, then on the effective date of the subsequent Purchase Payment, we will contribute a catch-up amount to your account. The catch-up rate for your previous Purchase Payments will be the difference between the new additional interest rate and the additional interest rate most recently paid for the Purchase Payments. The catch-up rate will apply to past Purchase Payments less withdrawals whose additional interest was based on a lower rate and that have not already been caught up to the new rate.

For example, if the additional interest rates are:

- 1.0% of a new Purchase Payment when net Purchase Payments are less than \$100,000, and
- 1.5% of a new Purchase Payment when net Purchase Payments are \$100,000 or more.

**Example 1.** Suppose a Contract has three Purchase Payments, \$75,000 on day 1, \$50,000 on day 24, and \$35,000 on day 55. The additional amounts that Symetra contributes would be:

Day 1: 1% of \$75,000

Day 24: 1.5% of \$50,000 *plus*  
0.5% of \$75,000

Day 55: 1.5% of \$35,000

No catch-up contribution would be due on day 55 because all previous Purchase Payments were already caught up to the 1.5% rate.

**Example 2.** Suppose a Contract has a Purchase Payment of \$75,000 on day 1, a withdrawal of \$25,000 on day 35, and a Purchase Payment of \$40,000 on day 40. The additional amounts that Symetra contributes would be:

Day 1: 1% of \$75,000

Day 40: 1% of \$40,000

No catch-up contribution would be due on day 40 because net Purchase Payments as of day 40 are \$90,000.]

[and]

[In the first [3] Contract Year[s] additional interest will be credited to Purchase Payments as follows:

- [2.00%] annual effective interest rate if the total Purchase Payments are greater than or equal to [\$3,000] but less than [\$100,000];
- [3.00%] annual effective interest rate if the total Purchase Payments are greater than or equal to [\$100,000].

If a subsequent Purchase Payment makes the total Purchase Payments reach the next higher crediting tier, the additional interest credited to all Purchase Payments will increase to the higher rate from the date we receive that Purchase Payment to the end of the first Contract Year.]

**Initial Guaranteed Interest Period:** [1] Year(s)

**Guaranteed Minimum Interest Rate:** [1.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter

**Delivered In The State Of:** [any state] and governed by its laws.

**Premium Taxes:** [0.00%]

#### **ANNUITY SERVICE OFFICE:**

##### **Home Office:**

Symetra Life Insurance Company  
Retirement Division  
[777 108th Avenue NE, Suite 1200  
Bellevue, WA 98004]

**Telephone:** [1-800-796-3872]

##### **Mail to Administrative Office:**

Symetra Life Insurance Company  
Retirement Division  
[PO Box 305156  
Nashville, TN 37230-5156]

**Fax:** [1-866-532-1356]

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## CONTRACT DATA PAGE

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**Product Name:** [Annuity Contract]

**Product Type:** [Non-Qualified Annuity]

**Contract Date:** [03/01/2005]

**Contract Number:** [000000000]

**Initial Purchase Payment:** [\$10,000]

**Minimum Subsequent Purchase Payment:** [\$1,000] allowed within 12 months of the Contract Date. Interest credited to subsequent Purchase Payments may be different from the interest credited to the initial Purchase Payment.

**Owner:** [John Q. Doe  
123 Any Street  
Any City, WA 00000]

**Annuitant:** [John Q. Doe]

**Annuitant Issue Age:** [35]

**Maximum Issue Age:** [90] The Contract Date must be prior to the owner(s) and annuitant(s)' [91st] birthday.

**Maximum Annuitization Age:** [100] Annuity Payments must begin prior to the annuitant's (including joint annuitant's) [101st] birthday.  
  
This is not later than [2/28/2105].

**Guaranteed Return Of Purchase Payment:** [Yes or Not Applicable]  
  
The amount applied toward Annuity Payments or the death benefit when added to prior withdrawals or partial annuitizations, will equal at least 100% of your total Purchase Payment. For this purpose, all payments made to you under this Contract are considered to be a return of Purchase Payment. Upon a total withdrawal from the Contract, full annuitization or death of the owner, any applicable charges will be waived if necessary to meet this guarantee.

**Guaranteed Minimum Value:** Upon annuitization, death of the owner or a total surrender of the Contract, the minimum value that will be applied toward regular payments or paid to a beneficiary or contract owner is [87.5%] of the Purchase Payments accumulated at the nonforfeiture rate each year, less prior withdrawals accumulated at the nonforfeiture rate each year. If necessary to meet this minimum, charges will be waived.

**Nonforfeiture Rate:** [1.00%]

**Surrender Charge:**

| Contract Year | Charge                 |
|---------------|------------------------|
| 1             | 8% of amount withdrawn |
| 2             | 8% of amount withdrawn |
| 3             | 7% of amount withdrawn |
| 4             | 7% of amount withdrawn |
| 5             | 6% of amount withdrawn |
| 6             | 5% of amount withdrawn |
| 7             | 4% of amount withdrawn |
| After 7       | 0%                     |

Please see the "Charges and Taxes" section for a complete explanation of charges.



**Additional Interest:**

[Yes or Not Applicable]

[On the effective date of any Purchase Payment received during the first Contract Year, we will add the following additional interest to your Contract:

- [2.00%] of the new Purchase Payment if total Purchase Payments less withdrawals are greater than or equal to [\$3,000] but less than [\$100,000];
- [3.00%] of the new Purchase Payment if total Purchase Payments less withdrawals are greater than or equal to [\$100,000].

Your Contract's additional interest is 100% vested after 35 days from the Contract Date.

Any withdrawal from the Contract before the additional interest is 100% vested causes a portion of the additional interest to be forfeited. The portion forfeited is the ratio of the withdrawal amount to total Purchase Payments, but not to exceed 100%.

If a subsequent Purchase Payment qualifies for a higher additional interest rate than was paid on your previous Purchase Payments, then on the effective date of the subsequent Purchase Payment, we will contribute a catch-up amount to your account. The catch-up rate for your previous Purchase Payments will be the difference between the new additional interest rate and the additional interest rate most recently paid for the Purchase Payments. The catch-up rate will apply to past Purchase Payments less withdrawals whose additional interest was based on a lower rate and that have not already been caught up to the new rate.

For example, if the additional interest rates are:

- 1.0% of a new Purchase Payment when net Purchase Payments are less than \$100,000, and
- 1.5% of a new Purchase Payment when net Purchase Payments are \$100,000 or more.

**Example 1.** Suppose a Contract has three Purchase Payments, \$75,000 on day 1, \$50,000 on day 24, and \$35,000 on day 55. The additional amounts that Symetra contributes would be:

Day 1: 1% of \$75,000

Day 24: 1.5% of \$50,000 *plus*  
0.5% of \$75,000

Day 55: 1.5% of \$35,000

No catch-up contribution would be due on day 55 because all previous Purchase Payments were already caught up to the 1.5% rate.

**Example 2.** Suppose a Contract has a Purchase Payment of \$75,000 on day 1, a withdrawal of \$25,000 on day 35, and a Purchase Payment of \$40,000 on day 40. The additional amounts that Symetra contributes would be:

Day 1: 1% of \$75,000

Day 40: 1% of \$40,000

No catch-up contribution would be due on day 40 because net Purchase Payments as of day 40 are \$90,000.]

[and]

[In the first [3] Contract Year[s] additional interest will be credited to Purchase Payments as follows:

- [2.00%] annual effective interest rate if the total Purchase Payments are greater than or equal to [\$3,000] but less than [\$100,000];
- [3.00%] annual effective interest rate if the total Purchase Payments are greater than or equal to [\$100,000].

If a subsequent Purchase Payment makes the total Purchase Payments reach the next higher crediting tier, the additional interest credited to all Purchase Payments will increase to the higher rate from the date we receive that Purchase Payment to the end of the first Contract Year.]

**Initial Guaranteed Interest Period:** [1] Year(s)

**Guaranteed Minimum Interest Rate:** [1.00%] while the surrender charge percentage exceeds 0%, [1.00%] thereafter

**Delivered In The State Of:** [any state] and governed by its laws.

**Premium Taxes:** [0.00%]

#### **ANNUITY SERVICE OFFICE:**

##### **Home Office:**

Symetra Life Insurance Company  
Retirement Division  
[777 108th Avenue NE, Suite 1200  
Bellevue, WA 98004]

**Telephone:** [1-800-796-3872]

##### **Mail to Administrative Office:**

Symetra Life Insurance Company  
Retirement Division  
[PO Box 305156  
Nashville, TN 37230-5156]

**Fax:** [1-866-532-1356]

|                          |  |                        |                                  |
|--------------------------|--|------------------------|----------------------------------|
| SERFF Tracking Number:   | SYMT-127625417                                   | State:                 | Arkansas                         |
| Filing Company:          | Symetra Life Insurance Company                   | State Tracking Number: | 50021                            |
| Company Tracking Number: |  |                        |                                  |
| TOI:                     | A02I Individual Annuities- Deferred Non-Variable | Sub-TOI:               | A02I.004 Modified Single Premium |
| Product Name:            | RSC-0376 12/11 Custom/Select 5 and 7             |                        |                                  |
| Project Name/Number:     | Custom/Select 5 and 7/                           |                        |                                  |

## Supporting Document Schedules

|   | Item Status: | Status Date: |
|---|--------------|--------------|
| <p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b></p> <p><b>Attachments:</b></p> <p>AR_Flesch_Score_Certification_20111010.pdf</p> <p>AR Reg 19s10B Certification of Compliance.pdf</p>  |              |              |
| <p><b>Satisfied - Item:</b> Application</p> <p><b>Comments:</b></p> <p>Application form numbers RSA-0036 7/11 and RSA-0037 7/11 approved on 9/7/2011 under SERFF Tracking Number SYMT-127345720 will be used with this Contract.</p>  |              |              |
| <p><b>Satisfied - Item:</b> Life &amp; Annuity - Acturial Memo</p> <p><b>Comments:</b></p> <p><b>Attachments:</b></p> <p>RSC-0376_1211_Actuarial_Memo_C5_20110930.pdf</p> <p>RSC-0376_1211_Actuarial_Memo_C7_20110930.pdf</p> <p>RSC-0376_1211_NonForfDemo_C5_20110930.pdf</p> <p>RSC-0376_1211_NonForfDemo_C7_20110930.pdf</p> |              |              |
| <p><b>Satisfied - Item:</b> Statement of Variability</p> <p><b>Comments:</b></p> <p><b>Attachment:</b></p> <p>RSC-0376_1211_Statement_of_Variability_20110930.pdf</p>   |              |              |

## Symetra Life Insurance Company

### Flesch Score Certification

SERFF Filing Number: SYMT-127625417

As required by the standards applicable for this product, I certify that the forms listed below meet the minimum Flesch score of 50.

| <u>Form</u>                                   | <u>Flesch</u> |
|---|---------------|
| RSC-0376 12/11 scored with RSC-0376/5 D 12/11 | 53.4          |
| RSC-0376 12/11 scored with RSC-0376/7 D 12/11 | 53.4          |



Michael F. Murphy  
Vice President  
Symetra Life Insurance Company  
October 10, 2011

**Symetra Life Insurance Company**

SERFF Filing #: SYMT-127625417

Arkansas Regulation 19s10B Certification of Compliance

On behalf of Symetra Life Insurance Company, I certify:

This filing submission complies with the provisions of Regulation 19.



\_\_\_\_\_  
Michael Murphy  
Vice President  
Symetra Life Insurance Company

October 20, 2011  
Date

## Statement of Variability

Symetra Life Insurance Company  
NAIC # 68608/ FEIN #91-0742147

September 30, 2011

Forms: RSC-0376 12/11 – Contract  
RSC-0376/5 D 12/11 – Contract Data Page  
RSC-0376/7 D 12/11 – Contract Data Page

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. With the exception of the current Company and address, such variable information will not be changed for inforce policies, only for new issues.

| <b>RSC-0376 12/11 – Contract</b>                      |  |   |
|---|--|---|
| <b>Field</b>  | <b>Range</b>   | <b>Explanation of Variation</b>   |
| Company Address, Mailing Address and Telephone Number |  | In the future, our Company address, mailing address or telephone number may change.   |
| Product Name  |  | Displays the current product name. Bracketed to allow company to change the product name.   |
| Officer Signatures                                    |  | As these are the current Company Officers, it is appropriate to bracket the information as variable in the event they change.   |
| Annuity Purchase Rate Table                           |  | It is appropriate to bracket the Non-qualified and qualified Annuity Purchase Rate Table as variable because one or the other table will show dependent on whether or not this is a non-qualified or qualified contract.          |
| <b>RSC-0376/5 D 12/11 – Contract Data Page</b>        |  |   |
| <b>Field</b>  | <b>Range</b>   | <b>Explanation of Variation</b>   |
| Product Name  |  | Displays the current product name. Bracketed to allow company to change the product name.   |
| Product Type  | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | To facilitate changes to the plan types, the plan type may vary based on marketing segment or future changes in tax law.  |
| Contract Date   |  | This depends on the date the Contract is issued.  |
| Contract Number                                       |  | Each Contract will be assigned a unique Contract number.  |
| Initial Purchase Payment                              |  | This depends on the amount of purchase payment the contract holder chooses.   |
| Minimum Subsequent Purchase Payment                   | \$250 to \$25,000                                    | Initially it will be \$1,000, within 12 months of the Contract Date. We may change the minimum subsequent purchase payment for new issues based on the market for retirement savings, features of the product and target markets. |
| Owner   |  | This depends on who purchases the Contract.   |
| Annuitant   |  | This depends on who is designated as an annuitant.  |
| Annuitant Issue Age                                   |  | This depends on the annuitant and their age.  |

|                                       |                |  |
|---------------------------------------|----------------|--|
| Maximum Issue Age                     | 75-95          | Initially, the maximum issue age will be 90. The contract issue date must be prior to the owner(s) and annuitant(s) 91 <sup>st</sup> birthday. We may change this age for new issues based on the market for retirement savings.   |
| Maximum Annuitization Age             | 80-105         | Initially the maximum annuitization age will be 100. Annuity payments must begin prior to the annuitant's 101 <sup>st</sup> birthday. We may change this age for new issues based on the market for retirement savings.<br><br>"This is not later than [date]" will show the annuitant's latest possible Annuity Date.   |
| Guaranteed Return of Purchase Payment |                | This is appropriate to bracket as this option may not be available and/or chosen, as determined by Symetra on a nondiscriminatory basis.   |
| Guaranteed Minimum Value              | 87.5% or 90.0% | The Guaranteed Minimum Value calculation will use either 87.5% or 90%. We may change the percentage for newly issued contracts on a non-discriminatory basis.  |
| Nonforfeiture Rate                    | 1% to 3%       | The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum. There will be one nonforfeiture rate per contract.   |
| Additional Interest                   |                | <p>This is appropriate to bracket as this option may not be available, as determined by Symetra for all new issues on a nondiscriminatory basis.</p> <p>If additional interest does apply, it will be in one of the following forms:</p> <ol style="list-style-type: none"> <li>1.) An immediate dollar addition to the contract on each purchase payment effective date during the first contract year.</li> <li>2.) An increase to the crediting rate. This increase may apply for the first contract year only or for the length of the initial guaranteed interest period elected by the policy owner. Which time frame Symetra offers for new sales (first year only or length of initial guaranteed interest period) will be determined by market conditions.</li> <li>3.) Both an immediate dollar addition to the contract on each purchase payment effective date during the first contract year and an increase to the crediting rate.</li> </ol> <p>The amount of additional interest may vary between 0.10% and 4.00% for purchase payment tiers divided by amounts ranging from \$3,000 to \$250,000. The additional interest and/or the purchase payment levels to which the additional interest applies may change for new issues for competitive reasons based on the market for retirement savings in terms of interest rates and agent compensation.</p> |
| Initial Guaranteed Interest Period    | 1-5 years      | Initially, we will allow the customer to choose between a 3-year and 5-year IGP. The Initial Guaranteed Interest Period may be changed based on factors such as current interest rates and the competitive environment. Bracketed to allow company to change the period for the product selected.  |

|  |            |  |
|--|------------|--|
| Guaranteed Minimum Interest Rate (GMIR)                            | .25% to 5% | An initial GMIR is guaranteed for the full length of the surrender charge period, while the surrender charge percentage exceeds 0%. A subsequent GMIR is guaranteed for the remaining life of the contract. The GMIRs are stated at contract issue. The GMIRs will be changed by Symetra when deemed necessary and are independent of the nonforfeiture interest rate. (See the Actuarial Memorandum which demonstrates compliance with the Standard Nonforfeiture Law regardless of the GMIRs.) GMIRs are determined by weighing several factors. Most importantly, the interest rates in effect at the time of contract issue, forecasted interest rates and profitability. We may change the GMIRs for new issues based upon these factors, the market for retirement savings and target markets. |
| Delivered in the state of  |            | This will depend on the state the Contract was issued in.  |
| Premium Taxes  |            | Premium taxes are not currently charged. However, if we ever incur such taxes, we reserve the right to make a deduction from the Contract for the payment of the premium taxes assessed in connection with the Contract.   |
| Home Office Address, Mailing Address, and Telephone and Fax number |            | In order to make changes if our Company address, mailing address or telephone number may change.   |
| Page Numbers   |            | The number of pages will depend on the length of the Data Page.  |

#### **RSC-0376/7 D 12/11 – Contract Data Page**

| <b>Field</b>                        | <b>Range</b>   | <b>Explanation of Variation</b>  |
|-------------------------------------|--|--|
| Product Name                        |  | Displays the current product name. Bracketed to allow company to change the product name.  |
| Product Type                        | Non-Qualified, Traditional IRA, ROTH IRA, or SEP IRA | To facilitate changes to the plan types, the plan type may vary based on marketing segment or future changes in tax law.   |
| Contract Date                       |  | This depends on the date the Contract is issued.   |
| Contract Number                     |  | Each Contract will be assigned a unique Contract number.   |
| Initial Purchase Payment            |  | This depends on the amount of purchase payment the contract holder chooses.  |
| Minimum Subsequent Purchase Payment | \$250 to \$25,000                                    | Initially it will be \$1,000, within 12 months of the Contract Date. We may change the minimum subsequent purchase payment for new issues based on the market for retirement savings, features of the product and target markets.  |
| Owner                               |  | This depends on who purchases the Contract.  |
| Annuitant                           |  | This depends on who is designated as an annuitant.   |
| Annuitant Issue Age                 |  | This depends on the annuitant and their age.   |
| Maximum Issue Age                   | 75-95  | Initially, the maximum issue age will be 90. The contract issue date must be prior to the owner(s) and annuitant(s) 91 <sup>st</sup> birthday. We may change this age for new issues based on the market for retirement savings.   |
| Maximum Annuitization Age           | 80-105   | Initially the maximum annuitization age will be 100. Annuity payments must begin prior to the annuitant's 101 <sup>st</sup> birthday. We may change this age for new issues based on the market for retirement savings.<br>"This is not later than [date]" will show the annuitant's |

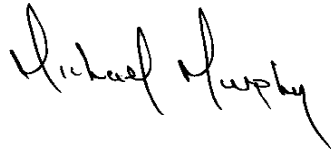


|   |                |  |
|---|----------------|--|
|   |                | latest possible Annuity Date.  |
| Guaranteed Return of Purchase Payment   |                | This is appropriate to bracket as this option may not be available and/or chosen, as determined by Symetra on a nondiscriminatory basis.   |
| Guaranteed Minimum Value                | 87.5% or 90.0% | The Guaranteed Minimum Value will either be 87.5% or 90%. We may change the Guaranteed Minimum Value for newly issued contracts on a non-discriminatory basis.   |
| Nonforfeiture Rate                      | 1% to 3%       | The Nonforfeiture Rate will be determined such that the contract will comply with the standard nonforfeiture law, as described in the actuarial memorandum. There will be one nonforfeiture rate per contract.   |
| Additional Interest                     |                | <p>This is appropriate to bracket as this option may not be available, as determined by Symetra for all new issues on a nondiscriminatory basis.</p> <p>If additional interest does apply, it will be in one of the following forms:</p> <ol style="list-style-type: none"> <li>1.) An immediate dollar addition to the contract on each purchase payment effective date during the first contract year.</li> <li>2.) An increase to the crediting rate. This increase may apply for the first contract year only or for the length of the initial guaranteed interest period elected by the policy owner. Which time frame Symetra offers for new sales (first year only or length of initial guaranteed interest period) will be determined by market conditions.</li> <li>3.) Both an immediate dollar addition to the contract on each purchase payment effective date during the first contract year and an increase to the crediting rate.</li> </ol> <p>The amount of additional interest may vary between 0.10% and 4.00% for purchase payment tiers divided by amounts ranging from \$3,000 to \$250,000. The additional interest and/or the purchase payment levels to which the additional interest applies may change for new issues for competitive reasons based on the market for retirement savings in terms of interest rates and agent compensation.</p> |
| Initial Guaranteed Interest Period      | 1-7 years      | Initially, we will allow the customer to choose between a 3-year, 5-year and 7-year IGP. The Initial Guaranteed Interest Period may be changed based on factors such as current interest rates and the competitive environment. Bracketed to allow company to change the period for the product selected.  |
| Guaranteed Minimum Interest Rate (GMIR) | .25% to 5%     | An initial GMIR is guaranteed for the full length of the surrender charge period, while the surrender charge percentage exceeds 0%. A subsequent GMIR is guaranteed for the remaining life of the contract. The GMIRs are stated at contract issue. The GMIRs will be changed by Symetra when deemed necessary and are independent of the nonforfeiture interest rate. (See the Actuarial Memorandum which demonstrates compliance with the Standard Nonforfeiture Law regardless of the GMIRs.) GMIRs are determined by weighing several  |

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|  |  | factors. Most importantly, the interest rates in effect at the time of contract issue, forecasted interest rates and profitability. We may change the GMIRs for new issues based upon these factors, the market for retirement savings and target markets. |
| Delivered in the state of  |  | This will depend on the state the Contract was issued in.  |
| Premium Taxes  |  | Premium taxes are not currently charged. However, if we ever incur such taxes, we reserve the right to make a deduction from the Contract for the payment of the premium taxes assessed in connection with the Contract.                                   |
| Home Office Address, Mailing Address, and Telephone and Fax number |  | In order to make changes if our Company address, mailing address or telephone number may change.   |
| Page Numbers   |  | The number of pages will depend on the length of the Data Page.  |

### **CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.



Michael Murphy  
Vice President  
Symetra Life Insurance Company

|                                 |   |                               |   |
|---------------------------------|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i>   | <i>SYMT-127625417</i>                                   | <i>State:</i>                 | <i>Arkansas</i>                         |
| <i>Filing Company:</i>          | <i>Symetra Life Insurance Company</i>                   | <i>State Tracking Number:</i> | <i>50021</i>                            |
| <i>Company Tracking Number:</i> |   |                               |   |
| <i>TOI:</i>                     | <i>A02I Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i>               | <i>A02I.004 Modified Single Premium</i> |
| <i>Product Name:</i>            | <i>RSC-0376 12/11 Custom/Select 5 and 7</i>             |                               |   |
| <i>Project Name/Number:</i>     | <i>Custom/Select 5 and 7/</i>                           |                               |   |

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Creation Date: | Schedule   | Schedule Item Name            | Replacement Creation Date | Attached Document(s)                           |
|----------------|------------|-------------------------------|---------------------------|--|
| 09/14/2011     | Supporting | Flesch Certification Document | 10/20/2011                | AR_Flesch_Score_Certificati<br>on_20111010.pdf |